

REPORT OF THE FACT-FINDER

In the Matter of the Fact-finding Between

IOWA COUNTY SHERIFF'S OFFICE

and

**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, IBT**

CEO #~~11~~, Sector 2

Hearing: May 22, 2003

Report: May 29, 2003

Sharon K. Imes, Fact-finder

Appointed through the Iowa Public
Employment Relations Board

APPEARANCES:

William J. Sueppel, Meardon, Suppel & Downer P.L.C., appearing on behalf of the Iowa County and its Sheriff's Department.

Nathan D. Eisenberg, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., appearing on behalf of the Chauffeurs, Teamsters and Helpers Local Union 238.

BACKGROUND AND JURISDICTION:

The Iowa County whose courthouse is located in Marengo, Iowa, hereinafter referred to as the County or the Employer, and the Chauffeurs, Teamsters and Helpers Local Union 238, hereinafter referred to as the Union, are parties to an agreement effective July 1, 2002 through June 30, 2003. In negotiating the agreement to commence July 1, 2003, impasse was reached on one issue, wages.

Pursuant to Section 20.21 of the Iowa Public Employment Relations Act (PERA), the undersigned was selected as fact-finder to hear, report and make recommendations on the matter remaining in dispute. The hearing was convened on May 22, 2003. At that time, both parties present were given full opportunity to present oral and written evidence and to make relevant argument.

ISSUES IN DISPUTE:

The Union seeks a 4% wage increase across the board for 2004 and the County offers a 2% wage increase across the board for 2004.

POSITIONS OF THE PARTIES:

As support for its wage proposal, the Union cites the difficulty of the job in that the employees in this position must perform more duties than most communication workers/jailers in other counties; the increased work load resulting from traffic generated by Interstate 80, the Tanger mall and the Amana colonies, and the fact that, unlike the majority of employees in similar positions in other counties, these employees do not receive longevity or a shift premium.

The City, however, argues that its proposal is most reasonable and cites the fact that the employees in this unit have the highest hourly wage rate among the comparables. It continues that its raises have always been fair and above average and that the pay scale for these employees takes into account the fact that its employees have a greater number of duties to perform than employees in similar position in other counties do. The County also maintains that its offer is reasonable in these financially difficult times and cites as support for its assertion that its wage proposal to this unit is higher than the wage increase it has granted non-union employees within the County.

DISCUSSION AND RECOMMENDATIONS:

The Public Employment Relations Act provides no specific guidelines to consider in making fact-finding recommendations. It does set forth, however, criteria to be considered in determining the reasonableness of the parties' offer under binding arbitration in Section 20.22. Therein, the law states the following factors should be considered relevant: past collective bargaining contracts between the parties including the bargaining that led up to such contracts; comparisons of wages, hours and conditions of employment of the involved employees with those of other public employees doing comparable work; any factor peculiar to the area and classifications involved; the interests and welfare of the public; the ability of the public employer to finance economic adjustments and the effect of those adjustments on the normal standard of services, and the power of the public employer to levy taxes and appropriate funds for the conduct of its operations. To the extent that this information was provided to the fact-finder, these criteria were considered since the parties may proceed to arbitration if this dispute is not resolved following receipt of this fact-finding report.

After reviewing the evidence, the arguments of the parties, considering the criteria set forth in Section 20.22 and assigning weight, where possible, to that criteria, the following recommendation is made:

Wage Recommendation: *It is recommended that the communication workers/jailers be granted a 3% across the board increase for contract year 2003-04.*

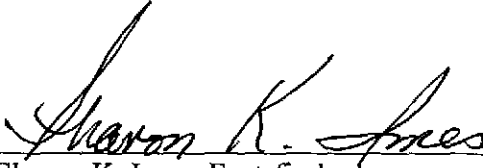
The above recommendation is based upon internal and external comparisons that show that employees in this unit work longer hours than do the courthouse employees; that over the years the work load has substantially increased for these employees while the number of employees to perform the duties has not; that while the hourly wage rate paid these employees is higher than those in comparable counties these employees do not receive a longevity or shift premium pay increase that employees in most of the comparable counties do, and that despite the financially difficult time this country and others are facing there was no evidence that this county's financial circumstances differed significantly from that of other counties who have settled with their employees for a percentage increase higher than 2 percent.

The evidence in the record establishes that courthouse employees work a thirty-seven and one-half hour workweek while communication workers/jailers work a forty-hour workweek and multiple shifts. It also establishes that in the past twenty years, the jail population daily average has increased more than four fold; that during that same time the incident reports have increased four fold, that the arrest warrants issued have increased five fold and that only one-half of an employee has been added to handle this increase. The record also shows that the communication workers/jailers have more certification requirements now than existed in the past.

The evidence also indicates that while the employees in this unit do receive the highest hourly rate among the comparables, the employees who perform somewhat similar work in three of the comparable counties, Allamakee, Benton and Tama, all receive longevity and shift premiums, benefits that increase the overall take-home pay received by them. Further, these benefits exist in both counties closest to Iowa County in demographics, Allamakee and Tama.

As for the wage increase, neither the Union's proposal of 4% nor the Employer's proposal of 2% across the board is reasonable when compared with the percentage increases granted employees performing similar but less difficult tasks. A review of the settlements indicates that among the contiguous counties, the wage increase ranges from 1.5% in July and 1.5% in January in Benton to

3.5% in Washington County and that the percentage wage increase in the two counties most similar to Iowa County in demographics granted a 3% and a 3.1% wage increase. Further, a review of all the percentage increases indicates that with the exception of Benton County, all counties considered comparable by the parties settled at slightly over a 3% wage rate increase. Since there was no evidence that Iowa County has any greater financial difficulties than any of these counties and since the evidence that was supplied indicates that the median income level and the employment rate in Iowa County is generally better than the state average.¹ In addition, the percentage of the population in poverty in Iowa County is substantially lower than the percentage in the state and the percentage in those counties for which demographic information was provided. Given this evidence, it is most reasonable that the percentage across-the-board wage increase should be at 3%.


Sharon K. Imes, Fact-finder

May 30, 2003
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¹ Further, while Iowa County may know more about its financial situation than the other counties did when the settlements occurred because it is later in the year, the purpose of fact-finding and arbitration is to recommend and/or award as closely as possible the settlement which the parties should have been able to reach at the time negotiations took place. To do otherwise would only encourage the parties not to settle in the hope that the financial situation would ultimately support their proposal.

CERTIFICATE OF SERVICE

I certify that on the 30th day of MAY, 20 03, I served the foregoing Report of Fact Finder upon each of the parties to this matter by (_____ personally delivering) (✓ mailing) a copy to them at their respective addresses as shown below:

SUEPPEL - 122 So LINN STREET, IOWA CITY

WALTER - 5000 J ST. SW, CEDAR RAPIDS

EISENBERG - 1555 NORTH RIVER CENTER DRIVE, SUITE 202, MILWAUKEE

I further certify that on the 30th day of MAY, 20 03, I will submit this Report for filing by (_____ personally delivering) (✓ mailing) it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, IA 50309.

Sharon K. Imes

SHARON K. IMES Fact-Finder
(Print name)

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